

21

**THE PEAVLER GROUP**  
**Attorneys and Counselors**

3400 Carlisle Street, Suite 430  
Dallas, Texas 75204  
*hweems@peavlergroup.com*

HAILEY MOORE WEEMS  
(214) 237-8690

Main: (214) 999-0550  
Fax: (214) 999-0551

May 4, 2010

**Via Facsimile and First Class Mail**

Kimberly A. Stovall  
Stovall & Associates, P.C.  
6750 Hillcrest Plaza Drive, Suite 312  
Dallas, Texas 75230

Re: Cause No. 09-09989; *Manuela Reyes vs. Kroger Texas, LP*  
In the 160<sup>th</sup> Judicial District Court of Dallas County, Texas

Dear Ms. Stovall:

We are in receipt of the settlement demand letter dated April 30, 2010 in the above-entitled and numbered cause of action in which Plaintiff demands \$428,000.00 for full and final settlement of all claims. We send this letter to follow up on Plaintiff's claimed damages as a result of the incident at issue. We request that Plaintiff stipulate that she will seek no more than \$75,000.00 in damages, exclusive of interest and costs.

As you are aware, Plaintiff's Original Petition and First Amended Petition, filed August 7, 2009 and January 7, 2010 respectively, state the "amount in controversy exceeds the minimum jurisdictional limits of this Court" and ask for damages "far in excess of the minimum limits of this Court." Plaintiff alleges medical expenses, plus damages for future medical expenses, past and future pain, suffering, and mental anguish, past and future impairment, and past and future disfigurement. She also claims lost wages and/or loss of earning capacity in the future and exemplary damages. She does not allege a specific amount of damages in her pleadings. Similarly, Plaintiff's Response to Defendant's Request for Disclosure, served on November 11, 2009, stated that the amount of economic damages to date was \$14,260.14 with seven medical provider amounts to be supplemented. In Plaintiff's Responses and Objections to Defendant's First Request for Admissions, served on November 11, 2009, Plaintiff responded to Request for Admission Nos. 1 and 2, which asked whether Plaintiff intended to seek damages more or less than \$75,000.00, that the requests were premature and she would not know the answer until discovery was completed in the case. Neither Plaintiff's Response to Defendant's Request for Disclosure or Plaintiff's Responses and Objections to Defendant's First Request for Admissions have been supplemented to date. Similarly, in Plaintiff's deposition on December 30, 2009, you objected and would not allow Plaintiff to respond to the question asking how much money she was asking for in this lawsuit.

Ms. Stovall  
May 4, 2010  
Page 2

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Because we are attempting to ascertain the amount in controversy, we request that Plaintiff stipulate that she is not seeking, and will not amend to seek in the future, damages in excess of \$75,000.00 exclusive of interest and costs. Furthermore, in the event a jury awards more than \$75,000.00 in damages, we request that Plaintiff agree to a remittitur that establishes the total damages awarded to Plaintiff as \$75,000.00 exclusive of interest and costs. Please sign below and return to us via facsimile if Plaintiff will so stipulate. If we do not hear back from you by **May 6, 2010 at 12:00 p.m.**, we will assume that Plaintiff refuses to stipulate.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Regards,



Hailey Moore Weems

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Kimberly A. Stovall  
Attorney for Plaintiff